

1 Vanessa R. Waldref
2 United States Attorney
3 Eastern District of Washington
4 Dan Fruchter
5 Assistant United States Attorney
6 Post Office Box 1494
7 Spokane, WA 99210-1494
8 Telephone: (509) 353-2767

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Dec 01, 2022

SEAN F. MCVOY, CLERK

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No: 4:22-cr-06050-MKD

Plaintiff,

Pretrial Diversion Agreement

v.

JAMES WESLEY BOND,

Defendant.

Plaintiff, United States of America, by and through Vanessa R. Waldref, United States Attorney for the Eastern District of Washington, and Dan Fruchter, Assistant United States Attorney for the Eastern District of Washington, as well as Defendant, JAMES WESLEY BOND, and Defendant's counsel, Craig Webster, agree to the following Pretrial Diversion Agreement (the "Agreement"):

I. Overview and Criminal Complaint Information 

1. On March 24, 2022, the United States Attorney's Office for the Eastern District of Washington notified Defendant JAMES WESLEY BOND that the U.S. Department of Veterans (VA) Affairs Office of Inspector General (OIG) was investigating Defendant JAMES WESLEY BOND for Theft of Public Money, in violation of 18 U.S.C. § 641.

1 2. Defendant JAMES WESLEY BOND agrees to waive indictment and
 2 consents to the filing of a ~~one-count criminal Complaint (the Complaint)~~ and a one-
 3 count Information (the Information) in the United States District Court for the Eastern
 4 District of Washington, charging Defendant with one count of Theft of Public Money,
 5 in violation of 18 U.S.C. § 641, in connection with the Covered Conduct, as set forth
 6 below. CW/gb
AS

7 3. Defendant stipulates and agrees that he did in fact violate 18 U.S.C.
 8 § 641 and that the United States could prove his guilt beyond a reasonable doubt.
 9 Defendant wishes to accept responsibility for this conduct. Accordingly, Defendant
 10 stipulates and agrees to the following facts, referred to herein as the “Covered
 11 Conduct”:

12 a. Between about October 2018 and June 25, 2021, Defendant was
 13 employed by the VA as a Fleet Manager at the VA Medical Center (VAMC) in Walla
 14 Walla, Washington. As Fleet Manager, Defendant was responsible for managing the
 15 VAMC’s fleet of vehicles, and had access to VA-issued fleet credit cards issued for
 16 purpose of purchasing fuel for VA vehicles and for official government business,
 17 including a VA fleet card issued by U.S. Bank with an account number ending in 1781
 18 (the VA Fleet Card) assigned to fleet vehicle 22210. When the VA Fleet Card was
 19 used to make a purchase, the VA was responsible for and did make payments for the
 20 charged amounts using public funds belonging to the VA and the United States. As
 21 Defendant therefore understood, the VA Fleet Card could be used only to purchase
 22 fuel for VA vehicles and only for official VA business.

23 b. On or about July 2, 2021, Defendant resigned from the VA.
 24 Following Defendant’s resignation, he did not return, and maintained access to, the
 25 VA Fleet Card between June 2, 2021 and on or about February 8, 2022, when the VA
 26 deactivated the VA Fleet Card.

27 c. Between July 10, 2021, and February 8, 2022, Defendant stole
 28 approximately \$4,122.48 in public money belonging to the VA and the United States

1 by using the VA Fleet Card to make personal purchases, in violation of 18 U.S.C.
2 § 641.

3 d. On or about March 9, 2022, VA OIG agents interviewed
4 Defendant, who voluntarily provided a statement after being advised that he did not
5 have to answer questions and was free to leave. Defendant admitted to using the VA
6 Fleet Card to steal approximately \$4,122.48 in public money belonging to the VA and
7 the United States by making personal purchases with it.

8 4. On authority from the Attorney General of the United States, through
9 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,
10 prosecution in the Eastern District of Washington for the Covered Conduct shall be
11 deferred for 24 months. This 24-month period begins on the date this Agreement is
12 signed by both parties and accepted by the Court.

13 5. The United States and Defendant stipulate and agree that the Court will
14 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:
15 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,
16 which may include either terminating the Agreement or modifying its terms. A
17 modification may include extending the Agreement's 24-month period by an
18 additional 12 months, for a total of 36 months.

19 **II. Terms**

20 Defendant stipulates and agrees to the following terms:

21 6. **Supervision.** Defendant stipulates and agrees to be supervised by the
22 U.S. Probation Office during this 24-month period (or longer, if the period is extended
23 by the Court). Further, Defendant understands the following:

24 a. Defendant shall not violate any federal, state, or local law. This
25 term does not apply to minor civil infractions such as speeding.

26 b. If Defendant is arrested or has any official contact with law
27 enforcement in a civil or criminal investigative capacity, he shall notify his
28 supervising pretrial diversion officer within two business days.

1 c. Defendant shall live within the jurisdiction of the Eastern District
2 of Washington. If Defendant seeks to move outside the District, he shall notify and
3 seek the approval of his supervising pretrial diversion officer so that appropriate
4 arrangements in light of the Agreement can be made.

5 d. Defendant shall maintain employment in a lawful occupation.
6 When out of work, Defendant shall notify his supervising pretrial diversion officer. In
7 the event that Defendant becomes self-employed, he shall provide evidence of such
8 self-employment.

9 e. Defendant shall not seek, apply for, or engage in any state or
10 federal government employment unless approved by the USPO and unless Defendant
11 provides the state/federal government component with a copy of this Diversion
12 Agreement prior to entering in any such employment.

13 f. Defendant shall report to his supervising pretrial diversion officer
14 as directed by the Court or U.S. Probation. Any failure to abide by the reporting
15 requirements as established by the Court or U.S. Probation shall be deemed as an
16 irrevocable violation of the Agreement.

17 g. Defendant shall not possess, control, consume, and/or use any
18 alcohol or illegal control substance, including marijuana, nor possess any firearm or
19 ammunition for any firearm, unless it has been disclosed to, and approved by, U.S.
20 Probation.

21 h. Defendant shall perform at least 100 hours of community service
22 with an organization approved by U.S. Probation.

23 7. **Restitution.** As an express condition of this Agreement and the promises
24 made by the United States herein, Defendant agrees to make full restitution to the
25 United States VA, as follows:

26 a. Within 14 days of the Effective Date of this Agreement, Defendant
27 agrees to pay \$1,000.00 in restitution;

- 1 b. Defendant agrees to pay the remaining \$3,122.48 within one year of the
- 2 effective date of this Agreement.
- 3 c. Payment should be made in the form of a money order, certified check,
- 4 or cashier's check made payable to **Department of Justice**, shall include
- 5 a **CDCS number** to be provided at a later date, and be mailed to:
6 Nationwide Central Intake Facility
7 PO Box 790363
8 St. Louis, MO 63179
- 9 d. Defendant agrees that his obligation to make full restitution of \$4,122.48
- 10 continues until full restitution is made, and agrees that he is obligated to
- 11 make full restitution of \$4,122.48 regardless of whether he breaches this
- 12 Agreement.
- 13 e. Until Defendant's restitution obligations are paid in full, Defendant
- 14 agrees fully to disclose all assets in which Defendant has any interest or
- 15 over which Defendant exercises control, directly or indirectly, including
- 16 those held by a spouse, nominee or third party.
- 17 f. Defendant voluntarily agrees that the United States may immediately
- 18 record a lien against all property and rights to property of the Defendant,
- 19 which shall be released upon full payment of the restitution balance.
- 20 g. Defendant agrees that if he fails to make the restitution payments as
- 21 provided in subparagraphs a. and b., the United States shall be entitled to
- 22 the entry of a money judgment against the Defendant in the amount of
- 23 the outstanding balance. The parties further agree that if a money
- 24 judgment is entered, the United States shall be entitled to discovery in
- 25 aid of collection of the money judgment.
- 26 h. Defendant understands the Treasury Offset Program ("TOP") collects
- 27 delinquent debts owed to federal agencies. If the Defendant fails to make
- 28 his restitution payments as agreed in subparagraphs a. and b., he shall be

1 enrolled in TOP and TOP may take part or all of Defendant's federal tax
2 refund, federal retirement benefits, or other federal benefits and apply
3 these monies to Defendant's restitution obligations.

4 i. Defendant understands that if the Defendant fails to make his restitution
5 payments as agreed in subparagraphs a. and b., the United States may
6 pursue any available remedies to ensure the restitution obligation is
7 satisfied, including, but not limited to, garnishment and/or execution
8 against available funds, wages, or assets.

9 8. **Tolling.** Defendant stipulates and agrees to toll the running of all
10 applicable statutes of limitations and any time-based defenses for the Covered
11 Conduct. This tolling shall run from the date the Agreement is signed by all parties
12 until the Agreement expires or is terminated by the Court. Defendant stipulates and
13 agrees that the Agreement's tolling provision does not abridge or curtail the applicable
14 statute of limitations in any way, but rather extends the applicable statute of
15 limitations by the period of time that the Agreement is in effect.

16 Defendant further expressly waives indictment and all rights to a speedy trial
17 pursuant to the Sixth Amendment of the United States Constitution, 18 U.S.C. § 3161,
18 Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the
19 United States District Court for the Eastern District of Washington for the period
20 during which this Agreement is in effect.

21 9. **Breach.** If the Court, after a hearing, terminates the Agreement based on
22 a breach by Defendant, the United States may resume its prosecution against
23 Defendant as to the charge(s) under investigation, and any additional charges.

24 10. **Admissibility of the Agreement in Prosecution.** In the event that the
25 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates
26 and agrees that the Agreement and his admissions contained therein shall be
27 admissible against him at any trial, sentencing, or other related proceeding.

28 The United States stipulates and agrees to the following:

1 11. **Deferred Prosecution and Dismissal.** The United States stipulates and
2 agrees to defer prosecution of the above-captioned matter for a period of 24 months
3 (or up to ~~30~~ ³⁶ months, if the Agreement is extended). When and if Defendant satisfies
4 all the requirements of the Agreement (including any modifications or extensions), the
5 United States stipulates will, seek dismissal with prejudice of the Complaint and
6 Information filed against Defendant pursuant to this Agreement. Except in the event
7 of a violation by Defendant of any term of this Agreement, the United States will
8 bring no additional charges against Defendant relating to its conduct as described in
9 the Complaint and Information and the Covered Conduct set forth above. This
10 agreement does not provide any protection against prosecution for any crimes except
11 as set forth above. Defendant and the United States understand that the Court must
12 approve deferral under the Speedy Trial Act, in accordance with 18 U.S.C.
13 § 3161(h)(2). Should the Court declined to defer prosecution for any reason: (1) both
14 the United States and Defendant are released from any obligation imposed upon them
15 by this Agreement; and (2) this Agreement shall be null and void, except for the
16 tolling provisions set forth herein.

17 **III. Approvals and Signatures**

18 Agreed and submitted on behalf of the United States Attorney's Office for the
19 Eastern District of Washington.

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21 Vanessa R. Waldref
22 United States Attorney

23 

24 12/01/2022

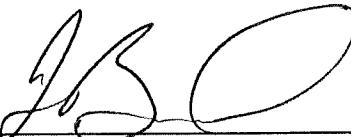
25 Date

26 Dan Fruchter

27 Assistant U.S. Attorney

28 I have read the Agreement and have carefully reviewed and discussed every
part of the agreement with my attorney. I understand and voluntarily enter into this.
Furthermore, I have consulted with my attorney about my rights, I understand those

1 rights, and I am satisfied with the representation of my attorney in this case. I
2 understand the terms and conditions of the Agreement and agree to comply with them.

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5 JAMES WESLEY BOND
6 Defendant

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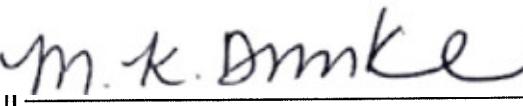
12/1/22
Date

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9 Craig Webster
10 Attorney for Defendant

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12/1/22
Date

11 Approved without passing judgment on the merits or wisdom of this diversion.

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13 M.K. Dimke
14 United States District Judge

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12/1/2022
Date